

RAG

Project No: 5064
Project Name: Ball Park Fence Field Extension

AMENDMENT TO AGREEMENT
FOR CONSULTATION AND OTHER SERVICES

This Amendment is entered into this ____ day of ____, 2006, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Griffith & Associates, (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional services for design of ball park fence extensions at the Milpitas Sports Center and Dixon Landing Park, on September 29, 1999; and

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide professional engineering services necessary to perform revisions to the current design.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The second sentence in Section 2, entitled "Term" is amended to read:

This agreement shall terminate on **December 31, 2007**, unless otherwise terminated or extended pursuant to this Agreement.

2. Section 3, entitled "Scope of CONSULTANT'S Duties and Services" is amended by adding Exhibit "A-1", entitled "Scope and Fee", which are attached hereto and incorporated by reference herein.
3. Section 4, entitled " Payment by CITY: Time and Manner of Payment " is amended to add Exhibit "A-1", entitled Scope and Fee, which is attached hereto and incorporated by reference herein. Section 4 is further amended by adding the following to the end of the Section:

The compensation for design revisions is set forth in Exhibit "A-1" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibit "A-1" shall be \$5,410.00.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 12, entitled "Insurance" of the Agreement dated September 29, 1999, between Arbegast, Newton and Griffith and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.
5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

City Engineer as to content

City Manager

City Attorney as to Form

ATTESTED BY:

City Clerk

Exhibit A-1

**Griffith
& Associates**
Landscape Architecture
Site Planning
Urban Design
1647 Hopkins Street
Berkeley, CA 94707

December 12, 2006

Julie Waldron
Assistant Engineer
City of Milpitas
455 east Calaveras Blvd.
Milpitas, Ca 95035
Fax: 1-408-586-3305

Re: Ballfield Fence Revisions – Milpitas Sports Center
Spectator Protection Covers – California Landing Park

Dear Julie,

Per your request, we present this revised proposal for Construction Documents for the New Milpitas Sports Center Ballfield fencing and protection netting and preparation of bid documents for Milpitas Sports Center (MSC) and Spectator Protection Covers @ California Landing Park (CLP).

I. Construction Documents - Ballfield Fence Revisions – Milpitas Sports Center

- A. Griffith & Associates
 - a. Attend site meeting
 - b. MSC Layout & Reference Plan
 - c. MSC C.L. Fence Details
 - d. MSC Specifications
 - e. Prepare a single bid package for both MSC & CLP
 - f. Update cost estimate
 - g. Submit for City review
 - h. Respond to City comments

B. Bid Assistance – Per P.O. # C5 06407

C. Construction support services – Per P.O. # C5 06047

2. Compensation (at current hourly rates not to exceed)

1A Griffith & Associates

a. Site Visit		
Travel to site: 2 hrs @ \$50.00 =		\$100.00
Site Meeting: 1 hr @ \$120.00 =		\$120.00
b. L&R Plan		
Design: 3hrs @ \$120.00 =		\$360.00
Drafting: 15 hrs @ \$95.00 =		\$1,495.00
c. Details		
Design: 4 hrs @ \$120.00 =		\$480.00
Drafting: 9 hrs @ \$95.00 =		\$855.00
d. Materials Research		
Research: 2 hrs @ \$120.00 =		\$240.00
e. Specifications		
Spec writing: 6 hrs @ \$95.00 =		\$570.00
f. Estimate		
Preparation: 4 hrs @ \$95.00 =		\$380.00

g. Drawing coordination (with Cal Land)	
Drafting: 4 hrs @ \$95.00	\$380.00
h. Response to City Comments	
Corrections: 2 hrs @ \$95.00 =	\$190.00
Response: 2 hrs @ \$120.00 =	<u>\$240.00</u>
Total Fee for CD's Not To Exceed	\$5,410.00

Note: Fees for site visits are based upon consultants combining visits to both parks during construction.

3. Reimbursable Expenses

Reimbursable expenses, including the cost of reproduction, express mail, courier service will be invoiced in addition to compensation for Basic Services.

4. Additional Services

Additional Services will consist of authorized services in addition to Construction Support Services, including additional revisions to the contract drawings and technical specifications, preparing cost estimates, and attending additional public, committee and/or City meetings.

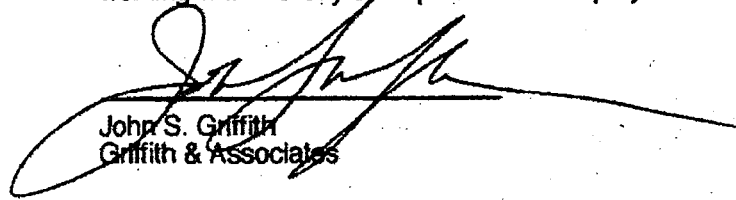
5. Griffith & Associates Current Hourly Rate Schedule

Design, meetings, presentations, research, report writing, on-site consultation, construction review, contract administration (change orders, submittals, correspondence)	120.00/hr
Design drafting, specification writing, estimating, report mockup, graphics	95.00/hr
Drafting, base plans and miscellaneous	75.00/hr
Clerical	35.00/hr
Travel time (to and from site or meeting)	50.00/hr
Car expense (per mile)	.32
Materials, reproductions, express mailing	At Cost plus 10%
Consultants	Their rate plus 5%

Rates effective through December 31, 2007

Invoices will be submitted monthly and will be based on number of hours required to complete the work for each project.

We appreciate this opportunity to present this revised proposal and look forward to working with the City of Milpitas on these projects.



John S. Griffith
Griffith & Associates

BALL PARK FENCE FIELD EXTENSION MILPITAS SPORTS CENTER

SPECTATOR PROTECTION COVERS CALIFORNIA LANDING PARK

CITY OF MILPITAS
MILPITAS, CALIFORNIA

SHEET NO.	DESCRIPTION
L1.0	COVER SHEET
L1.1	BALLFIELD FENCE REVISIONS - LAYOUT & REFERENCE / DETAILS
L1.2	SPECTATOR PROTECTION COVERS - LAYOUT & REFERENCE / DETAILS

GENERAL NOTES

1. All work and materials shall comply with standard specifications. These plans, construction details, and specifications shall be used in conjunction with the City Engineer's office. The contractor must comply with all applicable national, state and local laws.
2. Verification of Existing Conditions: Contractor shall verify all existing conditions, elevations, dimensions and locations of all structures, utilities, and other features shown on these plans. Any discrepancies are noted, the contractor shall notify the Engineer immediately for direction.
3. These plans are for construction of public facilities purposes must be signed by the City Engineer or his authorized representative.
4. The contractor shall submit all proposed changes to the City Engineer or his authorized representative prior to construction.
5. The official copy of these plans are on file in the office of the City Engineer in Milpitas. All utilities and structures shown on these plans shall become damaged during construction shall be completely restored to the satisfaction of the City Engineer.
6. A \$2,000 deposit shall be made to the City of Milpitas and a construction water meter shall be obtained for the project. The contractor shall submit a copy of the deposit receipt and the water meter to the City Engineer.
7. The contractor shall notify the City Engineer of any construction or installation of new structures, utilities, or other features. The contractor shall attend a pre-construction conference.
8. Prior to any work, the contractor shall obtain a City Business license and a Public Works Construction or Installation permit from the City of Milpitas. The contractor shall obtain a City Business license and a Public Works Construction or Installation permit from the City of Milpitas.
9. Construction shall not begin until 7 AM and shall end by 7 PM, weekdays and weekends, except holidays. Unless authorized in writing by the City Engineer.
10. The contractor shall submit a copy of the permit to the City Engineer.
11. The contractor shall submit a copy of the permit to the City Engineer.
12. Contractor shall coordinate all work with all other work on the site.

Short-term Division Prevention Notes:

1. The Contractor shall comply with the City's Urban Runoff Pollution Prevention Program Ordinance and the City's Urban Runoff Pollution Prevention Plan (URPPP) for this project. The Contractor shall submit a copy of the permit to the City Engineer.
2. The Contractor shall implement all applicable BMPs as shown in the project plans and specifications.

Traffic Notes

1. The Contractor shall submit a proposed haul route and shall not begin hauling until receiving approval of the City Engineer.
2. The Contractor shall submit a proposed haul route and shall not begin hauling until receiving approval of the City Engineer.
3. A detour must be provided for all closed sidewalks and walkways.
4. The Contractor shall submit a proposed haul route and shall not begin hauling until receiving approval of the City Engineer.

SAFETY NOTES

1. Contractor at all times shall, at all times provide for Public Convenience and safety and as described in the City of Milpitas Safety Regulations.
2. The Contractor shall schedule and conduct all work in accordance with the City of Milpitas Safety Regulations.
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LOCATION MAP

COVER
SHEET

L1.0
1 OF 5

Griffin
& Associates
Civil Engineers
1447 Santa Anita
Milpitas, CA 95035
(408) 261-1111
www.griffinandassociates.com



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AS SHOWN

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